

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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lisa@scrllaw.com

June 21, 2021

Robert & Deanna Thompson
725 CR 105 Spur
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 31A

Dear Mr. & Mrs. Thompson:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property (“Owner”) as part of Williamson County’s (“County”) proposed CR 111 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged waterline easement (“Easement”) in and across that certain parcel of land totaling 495 SF, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$1,000.00** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or the easement Grantee in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company, at no cost to owner, with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:


Robert R. Thompson

Date: 6-22-21


Deanna R. Thompson

Date: 6/22/2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

ROBERT R. THOMPSON and DEANNA R. THOMPSON ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certain 495 square foot tract of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 22 day of June, 2021.

[signature page follows]

GRANTORS:

By: Robert R. Thompson
ROBERT R. THOMPSON

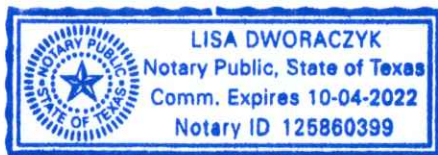
By: Deanna R. Thompson
DEANNA R. THOMPSON

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 22nd day of June, 2021,
by Robert and Deanna Thompson, in the capacity and for the purposes and consideration recited
herein.



L. Dworaczyk
Notary Public, State of Texas
Printed Name: Lisa Dworaczyk
My Commission Expires: 10-4-22

EXHIBIT "A"

Page 1 of 2
Proj No. 22009
October 28, 2020

Parcel 31A-E
495 Sq Ft Easement
John McQueen Survey, A- 426
Williamson County, Texas

PARCEL 31A EASEMENT

DESCRIPTION OF A 495 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 6.60 ACRE TRACT OF LAND BEING CONVEYED TO ROBERT R. AND DEANNA R. THOMPSON BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 9955611, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 495 SQ FT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of County Road 111, a variable width right-of-way, no dedication found to date, same being the southernmost southeast corner of said 6.60 acre tract of land, same being the southwest corner of that certain called 3.936 acre tract conveyed to Michael T. Knight and Janna Volpe by General Warranty Deed With Vendor's Lien of record in Document No. 2020092531, said Official Public Records, for the southeast corner of the herein described tract;

THENCE, South 67°51'28" West, with the common line of said County Road 111 and said 6.60 acre tract, a distance of **33.00 feet**, to a point for the southwest corner of the herein described tract, from which a 1/2 inch iron rod found for the southwest corner of said 6.60 acre tract bears South 67°51'28" West, a distance of 16.96 feet;

THENCE, over and across said 6.60 acre tract of land the following two (2) courses and distances:

1. **North 21°30'05" West**, a distance of **15.00 feet**, to a point for the northwest corner of the herein described tract;
2. **North 67°51'28" East**, a distance of **33.02 feet**, to a point in the common line of said 6.60 acre tract of land and said 3.936 acre tract of land, for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod found for an interior ell corner of said 6.60 acre tract same being the northwest corner of said 3.936 acre tract, bears North 21°25'35" West, a distance of 395.17 feet;

M. A. Escobar
10/28/2020 **STEGE BIZZELL**

1978 S. Austin Ave
Georgetown, TX 78626

Page 2 of 2
Proj No. 22009
October 28, 2020

Parcel 31A-E
495 Sq Ft Easement
John McQueen Survey, A- 426
Williamson County, Texas

THENCE, South 21°25'35" East, with said common line of 6.60 acre tract and 3.936 acre tracts, a distance of **15.00 feet**, to the **POINT OF BEGINNING**, and containing 495 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016, to October 2020, under my supervision.

Steger & Bizzell Engineering Inc.


10/28/2020

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700



P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 31.docx

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626



CALLED 36.63 AC
RICHARD A. & KAREN T. SILVA
DOC NO. 9724044, OPR

CALLED 6.60 AC
ROBERT R. &
DEANNA R. THOMPSON
DOC NO. 1999055611, OPR

N 21° 25' 35" W
395.17'

CALLED 3.936 AC
MICHAEL T. KNIGHT AND JENNA
VOLPE
DOC NO. 2020092531, OPR

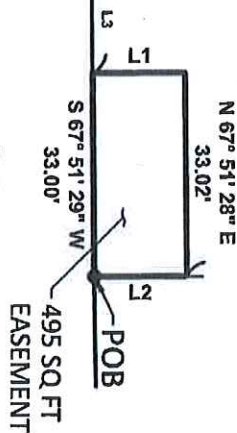
JOHN MCQUEEN SURVEY
ABSTRACT 426
WILLIAMSON COUNTY, TEXAS

Line Table		
Line #	Direction	Length
L1	N 21° 30' 05" W	15.00'
L2	S 21° 25' 35" E	15.00'
L3	S 67° 51' 28" W	16.96'

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

CR 111
(ROW VARIES)
(NO DEDICATION FOUND TO DATE)



LEGEND

- IRON ROD FOUND (1/2" OR AS NOTED)
- RIGHT-OF-WAY
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630



PARCEL 31A-E

SKETCH TO ACCOMPANY DESCRIPTION
OF A 15' WIDE EASEMENT
OUT OF

CALLED 6.60 AC TRACT CONVEYED TO
ROBERT R. & DEANNA R. THOMPSON
BY DOCUMENT NO. 9955611, OPR
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS	3978 S. AUSTIN AVENUE	CITY	GEORGETOWN, TX 78626
PHONE	512.990.9412	TELEPHONE	512.990.9412
FAX		TELEPHONE	512.990.9412
DATE	10-27-2020	DATE	10-27-2020
BY	MIGUEL A. ESCOBAR	BY	MIGUEL A. ESCOBAR
FOR	STEGER BIZZELL	FOR	STEGER BIZZELL

DATE 10-27-2020

JOB NO. 22009